

FILED

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

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CLERK  
U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT  
OF INDIANA

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
v. ) CASE NO.  
)  
DEBRA A. RIMPLER; NORWEST MORTGAGE, )  
INC.; PATHFINDER SERVICES, INC.; )  
NATIONAL CREDIT ACCEPTANCE, INC.; )  
LL RECEIVABLES COMPANY AS SUCCESSOR) **3:11CV 508**  
TO CHASE BANK, USA, N.A., VISA; )  
WORLDWIDE ASSET PURCHASING II, LLC; )  
AND THE STATE OF INDIANA, )  
)  
Defendants. )

**COMPLAINT**

Comes now the plaintiff, United States of America, by David Capp, United States Attorney for the Northern District of Indiana, and Joseph S. Reid, Assistant United States Attorney, for and on behalf of the U.S. Department of Agriculture (USDA), an agency of the United States government, and for its cause of action alleges as follows:

**JURISDICTION**

This Court has jurisdiction pursuant to 28 U.S.C. § 1345 and venue is proper.

**COUNT I**

Plaintiff, for its cause of action against Debra A. Rimpler, Norwest Mortgage, Inc., Pathfinder Services, Inc., National Credit Acceptance, Inc., Worldwide Asset Purchasing II, LLC, the State of Indiana, and LL Receivables Company, As Successor to Chase Bank, USA, N.A., Visa, states:

1. On or about January 27, 1999, defendant, Debra A. Rimpler, executed and delivered to plaintiff a promissory note in the principal sum of \$43,700.00. A copy of said note is attached hereto, incorporated by reference herein, and marked as "Exhibit 1."

2. On or about January 27, 1999, defendant, Debra A. Rimpler, executed and delivered to plaintiff a second promissory note in the principal sum of \$4,510.00. A copy of said note is attached hereto, incorporated by reference herein, and marked as "Exhibit 2."

3. That, to secure payment of said promissory notes, defendant, Debra A. Rimpler, executed and delivered to plaintiff a mortgage on the following described real estate in Marshall County, to wit:

BEGINNING FIVE (5) FEET SOUTH 5 DEGREES EAST OF THE NORTHWEST CORNER OF LOT NUMBER 1 OF HOLTZENDORFF'S ADDITION TO THE CITY OF PLYMOUTH, MARSHALL COUNTY, STATE OF INDIANA (ON THE EAST RIGHT OF-WAY LINE OF MICHIGAN STREET ONE HUNDRED (100) FEET WIDE); THENCE SOUTH 5 DEGREES, EAST FORTY-EIGHT AND FIVE-TENTHS (48.5) FEET ON SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 85 DEGREES 24 MINUTES EAST, ONE HUNDRED TWENTY-SIX (126) FEET TO THE EAST LINE OF SAID LOT; THENCE NORTH 5 DEGREES WEST, FORTY-FOUR AND FIVE-TENTHS (44.5) FEET ON SAID EAST LINE; THENCE WESTERLY, ONE HUNDRED TWENTY-SIX AND SIX-HUNDREDTHS (126.06) FEET TO THE PLACE OF BEGINNING, ALL IN LOT NUMBER 1 OF HOLTZENDORFF'S ADDITION.

Commonly Known As: 806 North Michigan St., Plymouth, IN 46363.

This mortgage was recorded in the Office of the Recorder of Marshall, Indiana on February 15, 1999, as document number 9901388. The mortgage is attached and made a part hereof as "Exhibit 3".

4. On January 27, 1999, Debra A. Rimpler, executed a subsidy repayment agreement whereby the United States agreed to credit and accumulate a part of the interest accruing under the note so long as defendant remains in the home but agreeing to recapture the abated interest as a charge against the real estate in the event of default, but not as a personal obligation. The subsidy repayment agreement is attached as "Exhibit 4."

5. Debra A. Rimpler is in default in her obligation to repay amounts due under the note.

6. Plaintiff is the holder of the note and mortgage.

7. As of June 21, 2011, the balance owed by defendant, Debra A. Rimpler, is principal of \$41,650.97 and accrued interest of \$1,145.45, for a total due of \$42,796.42. Interest continues to accrue on the principal balance at the rate of \$6.91 per day from June 21, 2011, to date of judgment.

8. National Credit Acceptance, Inc., is named a party to this action to answer as to its interest, if any, under a judgment entered in Cause No. 50D02-0710-PL-000010 for \$6,437.62, plus costs.

9. Worldwide Asset Purchasing II, LLC, is named a party to this action to answer as to its interest, if any, under a judgment entered in Cause No. 50C01-0901-CC01 for \$25,437.47, plus costs.

10. The State of Indiana is named a party to this action to answer as to its interest, if any, in the real estate.

11. Norwest Mortgage, Inc., is named a party to this action to answer as to its interest, if any, under a Mortgage recorded February 15, 1999 as Instrument No. 9901387 in the Marshall County Records for \$15,570.00.

12. Pathfinder Services, Inc., is named a party to this action to answer as to its interest, if any, under a Mortgage recorded February 15, 1999, as Instrument No. 9901389 in the Marshall County Records for \$10,000.00.

13. LL Receivables Company, as Successor to Chase Bank, USA, N.A., Visa, is named a party to this action to answer as to its interest, if any, under a judgment entered in Cause No. 50C01-0904-CC0035 for \$34,525.81, plus costs.

14. The lien of mortgage of plaintiff is prior and paramount to the interests of all other parties to this action.

WHEREFORE, plaintiff requests:

1. A judgment against defendant, Debra A. Rimpler, principal of \$41,650.97 and accrued interest of \$1,145.45, for a total due of \$42,796.42, with interest accruing on the principal balance at the rate of \$6.91 per day from June 21, 2011, to date of judgment.

2. An order declaring the lien of plaintiffs mortgage to be prior and paramount to the interests of all other parties and determining the amount and priorities of the interests of all parties to the real estate.

3. An order foreclosing the equity of redemption of defendant, Debra A. Rimpler in the real estate.

4. An order directing the sale of the property by the U.S. Marshals and payment of the proceeds to pay the judgment of plaintiff, of the sale to be first applied to the indebtedness of the

plaintiff secured by the mortgage, and with any then-remaining overplus paid to the Clerk of the Court to be disposed of as the Court shall direct.

5. That the plaintiffs have such other and further relief as is just and proper in the premises.

Respectfully submitted,

DAVID CAPP  
UNITED STATES ATTORNEY

A handwritten signature in black ink, appearing to read 'Joseph S. Reid', is written over a horizontal line.

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